were totally destroyed by fire which occurred without negligence on the part of the railway company. Plaintiff brought this action against defendant as initial carrier of an interstate shipment, under a provision of the act of Congress known as the Carmack Amendment, Act June 29, 1906, c. 1591, § 7, par. 11, 34 Stat. 595 (U. S. Comp Stat. Supp. 1911, p. 1307). This provision makes the carrier taking goods for transportation from one State to another responsible for their loss or injury on connecting lines. *Held,* that it was incumbent on the terminal carrier to notify the shipper of the consignee's refusal to receive the goods, and having failed to do so it was liable for their destruction; that the goods were still in interstate commerce so as to be the subject of federal regulation; that the Carmack Amendment was intended to go as far as Congress had power to regulate the subject, and to make the initial carrier liable for any loss of the property until its interstate shipment was completed; and that therefore, defendant was liable in this suit. *Nashville, C. & St. L. Ry. Co.* v. *Dreyfuss-Weil Co.* (Ky. 1912) 150 S. W. 321.

Although courts disagree as to when a common carrier's liability as carrier ceases, it is well settled that after notice to the consignee and a reasonable time for him to remove the goods, the liability is that of a warehouseman only. *Norway Plains Co.* v .*Boston & M. R. Co.,* 1 Gray (Mass.) 263; *McMillan* v. *M. S. R. Co.,* 16 Mich. 79. But when the consignee refuses to receive the goods, some courts hold that a duty is thereby put upon the carrier to notify the shipper of that fact. *Am. Sugar Refining Co.* v. *McGehee,* 96 Ga. 27; *U. S. Express Co.* v. *Keefer,* 59 Ind. 263. Other courts hold that there is no such duty on the carrier. *Gregg* v. *I. C. Ry. Co.,* 147 Ill. 550; *Kremer* v. *Southern Express Co.,* 46 Tenn. 356. It is submitted that in taking the stricter view of the carrier's duty, and in holding that the statute is intended to apply as far as Congress has power to regulate the subject, the court has gone as far as is possible in making the initial carrier liable.

JUDGMENT — PARTIES CONCLUDED — PERSONS PARTICIPATING IN DEFENCE.— A taxpayer sued the city of Fond du Lac to enjoin the execution by it of a contract for street paving. The attorney of the contractor who was to lay the paving, appeared and participated in the defence in connection with the city's counsel. The attorney made no charges for his services against the city, but he was under a general retainer from the contractor, and the latter paid all his expenses. *Held,* a judgment rendered adjudicating the invalidity of the paving contract, was binding on the contractor, though the latter was not made a party to the suit. *McMillan* v. *Barber Asphalt Paving Co.* (Wis. 1912) 138 N. W. 94.

For a discussion of this case, see NOTE AND COMMENT, p. 238, ante.

MASTER AND SERVANT—COMPENSATION—TIPS.—The plaintiff was employed by the defendant in the latter's shoe-shining shop. He worked under a salary contract and wages agreed upon were paid him. During two years of his service for the defendant, however, he was given tips by customers whose work he had done, and he turned over these tips to the defendant each night.